

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL														
CONVEYING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Ticketmaster Entertainment LLC</td> <td>FORMERLY Ticketmaster Entertainment LLC is the successor to Ticketmaster Corporation</td> <td>03/05/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Ticketmaster Entertainment LLC	FORMERLY Ticketmaster Entertainment LLC is the successor to Ticketmaster Corporation	03/05/2010	LIMITED LIABILITY COMPANY: DELAWARE							
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CORRESPONDENCE DATA															
<p>Fax Number: (215)701-2171</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 215-665-2771</p> <p>Email: sschwartz@cozen.com</p> <p>Correspondent Name: Scott Bradley Schwartz</p> <p>Address Line 1: 1900 Market Street</p> <p>Address Line 4: Philadelphia, PENNSYLVANIA 19103</p>															
ATTORNEY DOCKET NUMBER:	154239														
NAME OF SUBMITTER:	Scott Bradley Schwartz														

TRADEMARK

900158722

REEL: 004179 FRAME: 0152

CH \$65.00 2498694

Signature:	/Scott B Schwartz/
Date:	04/02/2010
<p>Total Attachments: 8</p> <p>source=Assignment T to P#page1.tif</p> <p>source=Assignment T to P#page2.tif</p> <p>source=Assignment T to P#page3.tif</p> <p>source=Assignment T to P#page4.tif</p> <p>source=Assignment T to P#page5.tif</p> <p>source=Assignment T to P#page6.tif</p> <p>source=Assignment T to P#page7.tif</p> <p>source=Assignment T to P#page8.tif</p>	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Agreement”) is made and entered into as of March 5, 2010 by and between Ticketmaster Entertainment LLC, a Delaware limited liability company (“Assignor”) and Paciolan, Inc., a Delaware corporation (“Assignee”).

WHEREAS, as set forth in the Confirmation of Assignment by Assignee (“Confirmation of Assignment”) attached hereto as Exhibit A, Assignee previously assigned, conveyed and transferred to Ticketmaster Corporation, an Illinois corporation (“Ticketmaster Corporation”), all right, title, and interest in and to the trademarks set forth on Schedule A of the Confirmation of Assignment (collectively, the “Subject Trademarks and Service Marks”), including all applications, registrations, and common law rights relating thereto, together with the goodwill of the portion of any business associated with the use of and/or symbolized by the Subject Trademarks and Service Marks;

WHEREAS, Assignor is the successor to Ticketmaster Corporation and, accordingly, owns any and all rights granted to Ticketmaster Corporation based on the Confirmation of Assignment; and

WHEREAS, Assignor wishes to assign, transfer and convey to Assignee, and Assignee wishes to accept from Assignor all of Assignor’s right, title, and interest in and to the Subject Trademarks and Service Marks, including, without limitation, all applications, registrations, and common law rights relating thereto, together with the goodwill of the portion of any business associated with the use of and/or symbolized by the Subject Trademarks and Service Marks, to the extent that any of the foregoing was granted to Ticketmaster Corporation based on the Confirmation of Assignment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to the Assignee, and Assignee does hereby accept from Assignor, all of Assignor’s right, title and interest in and to the Subject Trademarks and Service Marks, including, without limitation, all applications, registrations, and common law rights relating thereto, together with the goodwill of the portion of any business associated with the use of and/or symbolized by the Subject Trademarks and Service Marks, that was granted to Ticketmaster Corporation based on the Confirmation of Assignment.

2. Further Assurances. Upon request by Assignee and at Assignor’s sole expense, Assignor agrees to provide Assignee with such further reasonable assistance as may be necessary to more effectively convey to Assignee, Assignor’s rights in and to the Subject Trademarks and Service Marks, that was granted to Ticketmaster Corporation based on the Confirmation of Assignment, including, but not limited to, executing, delivering, and recording other instruments of transfer, conveyance, and assignment.

3. Governing Law. This Agreement will be governed by and construed in accordance with the law of State of New York without regard to the choice of law principles thereof.

4. Amendment. This Agreement may be amended only by an instrument in writing signed by both parties hereto.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts when taken together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first above written.

**TICKETMASTER ENTERTAINMENT LLC, a
Delaware limited liability company**

By 
Name: Chris Riley
Title: Senior Vice President and General Counsel

PACIOLAN, INC., a Delaware corporation

By _____
Name: Dave Butler
Title: Chief Executive Officer

Signature Page to Trademark Assignment Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first above written.

**TICKETMASTER ENTERTAINMENT LLC, a
Delaware limited liability company**

By _____
Name: Chris Riley
Title: Senior Vice President and General Counsel

PACIOLAN, INC., a Delaware corporation


By  _____
Name: Dave Butler
Title: Chief Executive Officer

EXHIBIT A

CONFIRMATION OF ASSIGNMENT

This memorializes an assignment between Paciolan, Inc., a California corporation, now having a place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617 (hereinafter "Assignor"), in favor of Ticketmaster Corporation, an Illinois corporation, having a place of business at 8800 Sunset Boulevard, Suite 600, West Hollywood, CA, 90069(hereinafter "Assignee").

WHEREAS, as of January 10, 2008, Assignor owned all right, title, and interest in and to the trademarks set forth on Schedule A (collectively, the "Subject Trademarks and Service Marks"), as well as all applications, registrations, and common law rights relating thereto, together with the goodwill of the portion of any business associated with the use of and/or symbolized by the Subject Trademarks and Service Marks; and

WHEREAS, on January 10, 2008, it was understood by the parties that Assignor assigned to Assignee all right, title, and interest in and to the Subject Trademark and Service Marks, as well as in and to all applications, registrations, and common law rights relating thereto, together with the goodwill of the portion of any business associated with the use of and/or symbolized by the Subject Trademarks and Service Marks; and

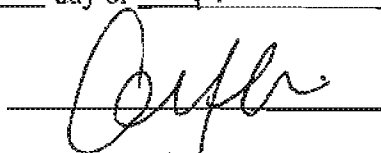
WHEREAS the parties are desirous of memorializing in this written instrument that prior transfer of all legal right, and wish it to be given the same force and effect as if executed earlier.

NOW, THEREFORE, for and in consideration of past good and valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby acknowledge and confirm, *nunc pro tunc*, that it did sell, assign, convey, and transfer to Assignee, as of January 10, 2008, Assignor's entire right, title, and interest in and to the Subject

Trademark and Service Marks, as well as in and to all applications, registrations, and common law rights relating thereto, together with the goodwill of the portion of any business associated with the use of and/or symbolized by the Subject Trademarks and Service Marks, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have held by Assignor had such Assignment not been made, which Assignment and transfer included any and all past and present rights which have accrued or may accrue to Assignor of any and all kind or nature incident or appertaining to the Subject Trademarks and Service Marks, including the right to sue for and recover any accrued damages for infringement occurring prior to assignment of the Subject Trademarks and Service Marks or prior to the execution of this instrument, those rights to be held and enjoyed by Assignee, its successors, and/or its assigns.

The undersigned individual represents and warrants that he has the full authority to act on behalf of and bind the Assignor.

Signed this 17 day of March




By: Paciolan, Inc.

Name: Amit Kothari

Title: Chief Financial Officer

SCHEDULE A

MARK	REGISTRATION NO.
 Paciolan Your tickets. your way.	2948486
E.VENUE	2498694